

Memorandum of Agreement

Concerning the Rating Information Database, the Rating information System and Collection of Wellington Regional Council Rates

BETWEEN Wellington Regional Council (the WRC)

AND (the TA)

BACKGROUND

- A. This agreement is made under the Local Government (Rating) Act 2002 (**the Act**) and the Local Government Act 1974 (**the LGA**).
- B. Under the Act the WRC is required to keep and maintain a rating information database to record all information required for setting and assessing rates, to communicate with its ratepayers, and to enable members of the public to have reasonable access to the information in the rating information database relating to the calculation of liability for WRC rates.
- C. Under the Act the TA is also required to keep and maintain a rating information database to record all information required for setting and assessing rates, to communicate with its ratepayers, and to enable members of the public to have reasonable access to the information in the rating information database relating to the calculation of liability for TA rates.
- D. Under section 27(7) of the Act the WRC is empowered to keep its rating information database in separate parts, for the constituent districts of the Region, and to delegate the function of maintaining those parts to the territorial authorities concerned, which it has elected to do.
- E. Under section 53 of the Act one or more local authorities may appoint a person or a local authority to collect the rates they assess.
- F. The WRC wishes to appoint the TA as collection agent to invoice and collect the rates which the WRC assesses in respect of the rating units within the district of the TA.
- G. Prior to the coming into force of the Act the WRC and the TA were parties to an agreement where the TA was responsible for invoicing and collecting, with its own rates, the rates assessed by the WRC and maintaining the rates record.
- H. For reasons of administrative convenience and cost to both the WRC and the TA and to their common ratepayers it is desirable that the TA maintain the WRC's rating information database and the rates record and continue to invoice and collect the rates assessed by the

WRC (including rates made under any enactment in addition to the Act) for rating units within the district of the TA.

- I. The WRC and the TA wish to record the terms under which the TA must keep and maintain the rating information database and the rates record of the WRC and assess, invoice and collect the rates set by the WRC for rating units within the district of the TA.
- J. The WRC and the TA wish to record their intention to continue to participate in the Rating Officers' Forum with a view to achieving the objectives, and abiding by the principles, outlined in this agreement and the terms of reference of the Forum.

THE PARTIES AGREE AS FOLLOWS:

1 Interpretation

- 1.1 In this agreement, unless the context requires otherwise:

“The Act” (**the Act**) means the Local Government (Rating) Act 2002.

"Financial Year" means a period of 12 months beginning on 1 July.

“Net rateable capital value” means the total capital value of all rating units included within the RID, adjusted for categories of non rateable property specified within Schedule 1 of the Act.

“Rating information database” (**RID**) means the rating information database which the WRC must keep and maintain under section 27 of the Act.

“Rates record” (**RR**) means the rates record which the WRC must keep and maintain under section 37 of the Act.

“Rating information system” (**RIS**) means the system held and operated by the TA to maintain the respective rating information database and rates records of both the WRC and the TA.

“The Region” means the region of the Wellington Regional Council.

“WRC rates” means all those rates set by the WRC in any year for the rating units in the district and includes:

- The general rate;
- Any targeted rate;
- Any uniform annual general charge.

- 1.2 The Schedules to this agreement (including any Schedules to be completed after the execution of this agreement) and the provisions and conditions contained in these Schedules have the same effect as if set out in the body of this agreement.

2. Objectives

In entering into this agreement the objectives of the WRC and the TA are as follows:

- 2.1 To provide the RID containing all relevant and necessary information which the WRC must keep, maintain and have available for inspection.
- 2.2 To provide the RR containing all relevant and necessary information which the WRC must keep, maintain and have available for inspection.
- 2.3 To use their best endeavours to set their respective rates before 10 July each year and thereby avoid the issue of rates invoices based on the previous year's rates.
- 2.4 To provide an efficient system for collection of the rates invoiced by the TA on behalf of both the WRC and the TA.
- 2.5 To minimise the costs to ratepayers of maintaining the RID and assessing, invoicing and collecting rates payable to both the WRC and the TA in respect of the rating units within the district of the TA.
- 2.6 To provide a seamless high quality rate collection service to ratepayers which projects a professional image of both WRC and the TA.

3. Principles

WRC and TA acknowledge that the following principles form the basis of this agreement:

- 3.1 The WRC is ultimately responsible for ensuring that its rates are set, assessed, invoiced and collected as required by the Act.
- 3.2 The WRC rates should, so far as is practicable, be set, assessed, invoiced and collected consistently across the Region.
- 3.3 The WRC is ultimately responsible for the retention of WRC rating information held within the RIS and elsewhere, as required by the Act and all other relevant enactments.
- 3.4 The WRC and territorial authorities within the Region will work collaboratively to reduce collection costs while maintaining high quality rate collection services to their respective ratepayers.
- 3.5 The costs of rate collection should be shared in a fair and transparent manner.
- 3.6 Rate collection arrangements (including keeping and maintaining the rating information database and the rates record) should ensure material compliance, by both WRC and the TA, with the Act and all other relevant enactments.
- 3.7 Because the WRC is ultimately responsible for setting, assessing, invoicing and collecting its rates, there must be suitable procedures for auditing the performance of the territorial authorities where they undertake any tasks on behalf of the WRC.

- 3.8 The WRC and the TA will continue to act in good faith and for the benefit of the ratepayers in the district of the TA and if any questions arise as to the enforceability or meaning of any term of this agreement, both parties will use their best endeavours to ensure that such questions are answered in a manner that reflects that good faith.
- 3.9 Where this agreement requires both parties to agree on a specific action neither of them will unreasonably withhold such agreement.
- 3.10 Rate collection arrangements represent a regionally significant decision and any material changes to these arrangements should only be taken in consultation with all local authorities in the Region.

4. Commencement and Duration of Agreement

- 4.1 This agreement comes into force on the date of execution and applies to rates to be set for the financial year commencing on 1 July 2003 and each subsequent financial year while the agreement remains in force.
- 4.2 This agreement remains in force until the conclusion of the financial year ending on 30 June 2008.
- 4.3 This agreement may be extended or renewed by agreement between the WRC and the TA for such period as they determine.
- 4.4 On or about 30 June 2006, the WRC and the TA must review the operation of this agreement for the purpose of determining whether the agreement has met the objectives and principles set out in clauses 2 and 3 and whether or not this agreement should be extended or renewed beyond 30 June 2008.
- 4.5 Notwithstanding clauses 4.1 to 4.4, the WRC may terminate this agreement, at a date to be determined by WRC, in the event of material breach by the TA that is not remedied within 30 days after the outcome of the dispute resolution process set out in clause 18.
- 4.6 In the event of early termination of this agreement or that either the WRC or the TA do not wish to extend or renew the agreement beyond 30 June 2008 the TA must transfer to the WRC such information held in respect of WRC rates as may be required by the WRC. The WRC must pay the TA's costs in accordance with the First Schedule.

5. General Obligations of the WRC

The general obligations of the WRC are as follows:

- 5.1 To develop and maintain a funding policy under the LGA.
- 5.2 To develop and maintain relevant rating policies, including rates remission and postponement policies.
- 5.3 To consult with all affected territorial authorities within the Region when developing and formulating the policies referred to in clause 5.2, and before making any material change to such policies.

- 5.4 To advise the TA where any change to the policies referred to in clauses 5.1 and 5.2 would affect the RID, including changes in rate types proposed and changes in the basis of how WRC rates are to be set and assessed, in sufficient time to enable the TA to modify the RIS.
- 5.5 To advise the TA, as soon as practicable, of any circumstances where the WRC may need to set a rate again in the financial year in which a rate has already been set.
- 5.6 To advise the TA as soon as practicable of any rates which the WRC has determined should be remitted or postponed.
- 5.7 To refer to the TA within 5 working days any enquiry involving the RID or the RR (if necessary) unless such enquiry relates to any of the rating policies of the WRC.
- 5.8 To pay to the TA the costs as set out in the First Schedule.

6. General Obligations of the TA

The general obligations of the TA are as follows:

- 6.1 To develop and maintain a funding policy under the LGA.
- 6.2 To develop and maintain relevant rating policies, including rates remission and postponement policies.
- 6.3 To consult with the WRC when developing and formulating the policies referred to in clause 6.2, and before making any material change to such policies.
- 6.4 To establish and maintain the RIS so as to materially comply with the obligations imposed on both the WRC and the TA under the Act with regard to their respective RID's and RR's.
- 6.5 To undertake such modifications to its present rating information system as may be necessary to comply with clause 6.4.
- 6.6 To advise the WRC as soon as practicable of any difficulties or prospective difficulties with the rate collection process including the operation of the RIS, being difficulties that are material:
 - 6.6.1 To the compliance by the WRC of its obligations under the Act; or
 - 6.6.2 To this agreement; or
 - 6.6.3 To any extension or renewal of this agreement.
- 6.7 To make available to WRC 'read only' on-line access to the RIS operated by the TA.
- 6.8 To assess, invoice and collect all WRC rates in accordance with any resolution of the WRC .

- 6.9 To advise the WRC of any changes or modifications to the RID and the RR that could materially affect the amount of WRC rates collected.
- 6.10 To pay to the WRC in accordance with clause 12 all rates collected on behalf of the WRC.
- 6.11 To provide information and assistance to WRC and to report on the collection of WRC rates in accordance with this agreement.
- 6.12 To consult with the WRC prior to making widely available to the public (e.g via a TA website), information from the RID and RR in relation to information specific to WRC rates.
- 6.13 To ensure that it retains all rating information relating to WRC rates within the RIS and elsewhere, as required by the Act and all other relevant enactments.
- 6.14 To invite input from the WRC prior to selecting a new RIS.

7. Rating Policies and Practices

- 7.1 As required by the Act, both the WRC and the TA are responsible for all issues with regard to their respective rating policies, assessment of rates, remission of rates, postponement of rates and rates relating to Maori land.
- 7.2 Both the WRC and the TA must make all such determinations and decisions and must take all such steps as may be required to comply with clause 7.1 and the Act, within such period of time as will enable the TA to discharge its obligations under this agreement.
- 7.3 The WRC must consult the TA on the basis for setting and assessing WRC rates.
- 7.4 The TA and the WRC must consult with each other in regard to developing policies for remissions, postponements and discounts for early payment.
- 7.5 The TA must apply the instalment and penalty provisions in the Third Schedule to WRC rates.

8. Determining the Basis for Setting and Assessing the WRC rates

- 8.1 As required by the Act, the WRC is responsible for determining the basis for assessing the WRC rates.
- 8.2 To enable the WRC to determine what rates should be assessed in respect of the various rating units within the Region and to consider what modifications, if any, are required to any funding and rating policies then in force within the Region:
 - 8.2.1 The WRC must, not later than 31 January before the beginning of each financial year, advise the TA what information (if any) the WRC requires;

8.2.2 The TA must forward to the WRC on the dates agreed, before the beginning of each financial year, all information required by the WRC under clause 8.2.1 in a form which will enable the WRC to consider changes to funding and rating policies and/or particular rates and to undertake testing or modelling of possible changes.

8.3 The TA must, if requested by the WRC, apply the modelling parameters provided by the WRC to the RIS and advise WRC of the results of the modelling as soon as practicable.

8.4 The WRC must, within two working days after passing any resolution setting WRC rates, forward a copy of the resolution to the TA.

9. Maintaining the RID

9.1 The TA must keep and maintain the RID pursuant to the delegation made by the WRC under the Act.

9.2 The TA must no later than the dates agreed each year under clause 8.2.2, ensure that the RIS is up to date with such information as is then available from the district valuation roll and other sources which the TA maintains, so that the WRC and the TA are able to meet their respective obligations under clause 8.2.

9.3 The WRC must, no later than *31 March* before the beginning of each financial year,
9.3.1 Advise the TA of any changes to defined categories of rateable land, and the factors to be used for the WRC rates (under schedules 2 and 3 of the Act), but not required by the TA; and
9.3.2 Provide to the TA such further information as may be required by the TA to enable the TA to enter the relevant particulars in the RID and the RR, and to permit the calculation and assessment of the rates which the TA is obliged to invoice and collect for the WRC under this agreement.

9.4 Following notice from the WRC of any change to the basis of setting WRC rates, the TA must modify the RID and the RR.

9.5 The TA must ensure that on 30 June before the beginning of each financial year, the RIS contains all information relating to every property within the district of the TA, all rating units and all categories relating to the assessment of WRC rates so that the WRC can comply with the obligations imposed on it by the Act and the Rating Valuations Act 1998.

9.6 The TA must prepare and provide to WRC a reconciliation as at 30 June each year between the district valuation roll and the RID.

9.7 The TA must comply with all obligations imposed by the Act and the Rating Valuations Act 1998 in so far as these affect the RID and the RR.

9.8 The TA is responsible for incorporating into the RID and the RR all changes resulting from any change of ownership or otherwise, including changes to defined categories of rateable land, and the factors used for the WRC rates.

- 9.9 The TA must ensure the RID is supplied to the WRC in a format that the WRC may make available for public inspection at WRC's principal office as required by the Act, and at such other locations to be agreed by the TA and WRC.
 - 9.10 The TA must deal with all enquiries it receives with respect to the RID except where those enquiries relate to matters of WRC policy, in which case the TA may refer them to WRC.
 - 9.11 The TA must make available to the WRC, such particulars or extracts from the RID as may be required by the WRC.
 - 9.12 The TA must provide the WRC, with "read only" on-line access to the RID at the offices of the WRC.
 - 9.13 In the event of the WRC becoming aware of any error in the RID, the WRC must notify the TA as soon as practicable and the TA must correct the error in accordance with the Act as soon as practicable.
 - 9.14 The TA must advise the WRC as soon as practicable of any changes made to the RID that may materially impact the amount of WRC rates to be assessed, invoiced and collected as a result of a ratepayer objection, or the TA amending rating categories or valuation details.
10. **Assessing the WRC Rates**
- 10.1 For each financial year, the TA must calculate the WRC rates payable in respect of each rating unit within its district, based on the rates set by the WRC.
 - 10.2 For each financial year, the TA must generate and deliver a rates assessment for the WRC rates for each rating unit within its district. Every rates assessment must comply with the Act and be in accordance with the format agreed with the WRC.
 - 10.3 The TA may omit to deliver the rates assessment for any rating unit where the WRC and the TA agree it is uneconomic to collect the WRC rates as set out in the Fourth Schedule.
 - 10.4 Before generating any rates assessments, the TA must provide the WRC with a proof copy for approval, if so requested by the WRC.
 - 10.5 Where any ratepayer owns, or is liable for payment of WRC rates in respect of more than ten (10) rating units, the TA must, if the ratepayer so requests, produce a schedule of rates assessments for which that ratepayer is liable.
 - 10.6 Where a ratepayer successfully objects under the Act to any information contained in the RID or the RR under the Act or the TA corrects an error in the RID or the RR, the TA must comply with the Act.

- 10.7 The TA must provide the WRC in a format to be agreed the information contained in each assessment issued on behalf of the WRC during the term of this agreement (including any extension or renewal).
- 10.8 The TA must deal with all enquiries it receives with respect to any rates assessments except where those enquiries relate to matters of WRC policy, in which case the TA may refer them to the WRC.
- 10.9 The TA must include with every rates assessment such reasonable enclosures as may be supplied by the WRC.
- 10.10 Each financial year the TA must, within 10 working days of generating all the rates assessments, advise the WRC of the total number of rating units for which a rates assessment has been generated.

11. Invoicing the WRC Rates

- 11.1 Unless otherwise agreed by the WRC, the TA must generate and deliver to every ratepayer in respect of the ratepayer's rating unit a combined rates invoice for the WRC and TA rates payable in respect of that rating unit within its district .
- 11.2 Every rates invoice must comply with the Act and all other relevant enactments and be in accordance with the format agreed with the WRC.
- 11.3 Before generating any rates invoices, the TA must provide the WRC with a proof copy for approval, if so requested by the WRC.
- 11.4 The TA must deliver the agreed number of invoices if the WRC rates are payable by instalments
- 11.5 The TA must use its best endeavours to ensure all rates invoices are generated and delivered by the date or dates agreed with the WRC for the financial year in question. Where rates invoices are not sent by the dates agreed, the TA must advise the WRC as soon as practicable.
- 11.6 The TA must maintain the RR on behalf of the WRC in accordance with the Act.
- 11.7 The TA must deal with all enquiries it receives with respect to any rates invoices except where those enquiries relate to matters of WRC policy, in which case the TA may refer them to the WRC.
- 11.8 The TA must include with every rates invoice such reasonable enclosures as may be agreed between WRC and the TA.
- 11.9 Where a rates invoice is incorrect as to the amount of rates payable by a ratepayer in respect of a rating unit, the TA must generate and deliver an amended rates invoice in accordance with the Act.

12. Collecting the WRC Rates

- 12.1 The TA must collect and receipt all payments in respect of the WRC rates tendered to it and enter the relevant particulars in the RR.
- 12.2 Where the TA changes the methods of payment or the locations where payments can be made the TA must advise the WRC.
- 12.3 The TA must pay to the WRC on the seventh working day of each month the full amount of WRC rates collected (including penalties) up and until the last day of the previous month.
- 12.4 If the TA fails to pay to the WRC the full amount of WRC rates payable under clause 12.3, the TA is liable for interest calculated daily at the rate of 8% p.a. on the amount remaining unpaid.
- 12.5 Payments by the TA to the WRC must be made by direct credit to WRC's nominated bank account. The TA must provide to the WRC by 12 noon on the day of lodgement details of the amount of WRC rates being paid to the WRC.
- 12.6 The WRC must:
- 12.6.1 Accept any payment of the WRC or TA rates tendered in cash or by cheque to the WRC at its public offices in Wellington and Masterton; and
 - 12.6.2 Deposit those payments in a separate account; and
 - 12.6.3 Advise the TA within one working day of the details of those payments; and
 - 12.6.4 Forward those payments to the account nominated by the TA within seven working days.
- 12.7 The TA must update the RR when advised of payments under clause 12.6 recording in the RR that the payment date was the date the payment was received by the WRC. The TA is not required to comply with clause 12.3 in respect of any payment made by the WRC to the TA until the date the TA receives the payment from the WRC.

13. Recovery of outstanding WRC rates invoiced

- 13.1 The TA and the WRC must agree on a policy for recovery of WRC rates that are not paid by the due date.
- 13.2 The policy referred to in clause 13.1
- 13.2.1 Must be in writing and be attached as the Fourth Schedule of this agreement; and
 - 13.2.2 Must be in accordance with the Act.
- 13.3 In accordance with the policy referred to in clause 13.1, the TA must take such steps as may be necessary to recover any WRC rates that are not paid by the due date. Any costs incurred in this process are the responsibility of the TA.

- 13.4 The TA must ensure the RIS and the RR are able to record any penalties, and WRC rates which are remitted or postponed (whether in whole or in part).
- 13.5 Unless otherwise requested by the WRC and subject to clause 13.6, the TA must apply the WRC's mandatory policies and any decisions in respect of the WRC rates. The TA must advise the WRC when the TA believes there are circumstances which might warrant remitting any overdue rates where the cost of recovery may exceed the amount owing.
- 13.6 The TA must obtain the written approval of WRC before applying WRC's discretionary policies in respect of WRC rates. The WRC must consider as soon as practicable all requests for discretionary remissions and postponements of the WRC rates forwarded by the TA.

14. Rating Enquiries and Customer Service

- 14.1 The TA must deal with all enquiries with respect to the WRC rates except where those enquiries relate to matters of WRC policy in which case the TA may refer them to the WRC.
- 14.2 The WRC may refer enquiries made with respect to the WRC rates (except those which relate to matters of policy) to the TA.

15. Provision of information and assistance

- 15.1 Prior to 30 April 2003 the TA must provide the WRC with "read only" online access to its RIS.
- 15.2 For the term of this agreement the TA must ensure that wherever practicable the WRC has continuous online access to the RIS.
- 15.3 The TA must, from time to time, arrange for the development, and where necessary, the execution and printing of reports as agreed between WRC and the TA to enable the WRC to meet its obligations.
- 15.4 The TA must provide relevant WRC staff with sufficient training to enable WRC to access information from the RIS, as the WRC may determine from time to time.
- 15.5 The TA and the WRC must agree by *30 April* before the beginning of each financial year (or as soon thereafter as practicable) on the date or dates and such other information as may be necessary for WRC to set WRC rates for the forthcoming rating year.
- 15.6 By 20 June each year, the TA must certify to the WRC, an estimate at 30 June of:
- 15.6.1 The total net rateable capital value; and
 - 15.6.2 The net rateable capital values for all categories of property notified by the WRC in accordance with this agreement; and
 - 15.6.3 The number of rating units for each category of property in the RID.

- 15.7 The certificate referred to in clause 15.6 must be signed by a senior executive officer of the TA.
- 15.8 The TA shall, within two working days of the date on which it sets its rates for any year, provide to the WRC a copy of the TA rates resolution.
- 15.9 The TA must, as soon as practicable after the annual rates assessments have been generated, provide to the WRC the total of WRC rates assessed (by rate type and category).
- 15.10 For the purpose of calculating GST, the TA must, as soon as practicable, provide the WRC with notice of the date on which the rates invoices will be issued and the amount of WRC rates to be invoiced.
- 15.11 Within five working days after the end of each month, the TA must provide the WRC with a statement of reconciliation of WRC rates for the month. The reconciliation must be in the form set out in the Second Schedule.
- 15.12 By the end of 15 July each year, the TA must provide the WRC with a statement of reconciliation of WRC rates for the immediately preceding financial year. The reconciliation must be in the form set out in the Second Schedule and must be certified by a senior executive officer of the TA.
- 15.13 The TA must co-operate with all reasonable requests by WRC, including
- 15.13.1 A request to audit; and
 - 15.13.2 A request to evaluate the performance of the TA as WRC's collection agent.
- 15.14 The TA must provide to WRC all information required by the Act in relation to disclosures by WRC of WRC rates.

16. Recovery of unforeseen costs

- 16.1 If the WRC:
- 16.1.1 Fails to provide the TA with information material to this agreement within the time specified; or
 - 16.1.2 Sets a rate again in the financial year in which a rate has already been set; or
 - 16.1.3 Sets a rate that is not provided for in its annual plan
- and, there is a material adverse financial effect on the TA in performing its obligations under this agreement, the WRC must pay to the TA the fair and reasonable additional cost incurred by the TA (including staff time).
- 16.2 If any of the circumstances described in clauses 16.1.1 to 16.1.3 occur, the TA shall use its best endeavours to avoid or minimise any adverse financial effect to it.

17 Variation

- 17.1 This agreement may not be amended except in writing signed by both parties.

17.2 Any **extension or renewal** shall be in writing signed by both parties.

18 Dispute Resolution

18.1 In the event of any dispute between the parties to this agreement in respect of, or in connection with, the agreement (including the validity, breach or termination of it):

18.1.1 The parties must, without prejudice to any other right or entitlement they might have under the agreement or otherwise, immediately explore in good faith whether the dispute can be resolved by agreement between them using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution techniques;

18.1.2 The technique to be adopted and the rules governing any such technique must be as agreed between the parties and, if no such agreement is reached within seven days of written notice being given by one party to the other of its wish to adopt a particular technique and rules, the technique is to be selected and the rules determined by the Chairperson for the time being of the New Zealand chapter of Lawyers Engaged in Alternative Dispute Resolution (LEADR);

18.1.3 Both parties agree to use their best endeavours to achieve resolution in this way and that neither party will initiate arbitration without first pursuing such informal dispute resolution techniques;

18.1.4 In the event the dispute is not resolved in the foregoing manner, either party may, within 21 days of the failure of the dispute resolution, refer the matter to arbitration by a single arbitrator pursuant to the Arbitration Act 1996. The arbitrator must be agreed between the parties within 10 days of written notice of the referral, or failing agreement, shall be appointed by the President of the New Zealand Law Society.

19 Force Majeure

19.1 Non performance by either party of its obligations under this agreement will be excused if caused by an event of force majeure.

19.2 An event of force majeure will include acts of God, natural disasters, explosions, civil disturbances, governmental or judicial requirements/restrictions, loss of supply of essential services or other causes beyond the reasonable control of the party prevented from performing. However, the party prevented from performing its obligations must promptly notify the cause and extent of its inability to perform and must take all reasonable steps to remedy or abate the force majeure event.

SIGNED for and on behalf of the)
)
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SIGNED for and on behalf of the)
)
Wellington Regional Council)

First Schedule

1. One-off costs in connection with this agreement

- 1.1 WRC agrees to pay the reasonable one off costs of the TA associated with the implementation and termination of this agreement. Such costs are expected to cover; software/system changes relating solely to the requirements of the WRC, costs of providing WRC online access to, and/or extracts from, the TA's RIS, costs of updating WRC rating types, categories of rateable land and factors to be used, and classifications, report writing and training design of rate assessments and invoices and the transfer by the TA to the WRC of such information as required by the WRC.
- 1.2 Such costs are to be agreed between the TA and the WRC.

2. Ongoing rate collection fee

- 2.1 WRC agrees to pay a collection fee for the services specified within this agreement, based upon the number of rating units for which a rates assessment is generated by the TA. WRC agrees to pay for the period of this agreement as follows:
- \$8.00 per rating unit (excl GST) for 2003/04
 - \$8.20 per rating unit (excl GST) for 2004/05
 - \$8.40 per rating unit (excl GST) for 2005/06
 - \$8.60 per rating unit (excl GST) for 2006/07
 - \$8.80 per rating unit (excl GST) for 2007/08
- 2.2 Every month, the WRC will pay to the TA one twelfth of the total collection fee upon receipt by the WRC of:
- (a) The full amount of WRC rates collected;
 - (b) A correctly calculated tax invoice from the TA specifying the collection fee as agreed:
and
 - (c) All other information required under Clause 15 in accordance with the dates set out in that clause.
- 2.3 If the WRC becomes aware of a material breach of the terms of this agreement the WRC reserves the right to withhold part of the rate collection fee until the material breach has been remedied.
- 2.4 The due date for payment of the collection fee shall be 10 working days following the date on which the WRC receives payment and the invoice in accordance with clause 2.2 of this Schedule.
- 2.5 Where WRC fails to pay to the TA the full amount of collection fee owing in accordance with the above clause, unless there has been a material breach of this agreement by the TA, the WRC is liable for, and must pay interest calculated daily at the rate of 8% p.a. on the amount remaining unpaid.

Second Schedule

Wellington Regional Council - YTD Rates Confirmation for the Month Ending: _____

Council Name: _____

	<u>Arrears</u>	<u>Current</u>	<u>Total</u>
<1> Opening Balance as at 1 July	_____	n/a	_____
Plus			
Penalties Applied YTD	_____	_____	_____
Plus			
Rates Invoiced YTD	_____	_____	_____
Plus/(Less) Adjustments YTD			
Rates Discounts Granted	_____	_____	_____
Rates Write Offs	_____	_____	_____
Rates Valuation Adjustments	_____	_____	_____
Rates Classification Adjustments	_____	_____	_____
Other Rates Adjustments	_____	_____	_____
Total Rates Adjustments	_____	_____	_____
Less			
Remissions Granted YTD			
- Penalties	_____	_____	_____
- Other	_____	_____	_____
Total Remissions Granted	_____	_____	_____
Less Cash Paid to WRC			
Payment Date:	_____	_____	_____
Payment Date:	_____	_____	_____
Payment Date:	_____	_____	_____
Payment Date:	_____	_____	_____
Payment Date:	_____	_____	_____
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Payment Date:	_____	_____	_____
Payment Date:	_____	_____	_____
Total Cash Paid to WRC	_____	_____	_____
<2> Closing Balance of WRC Rates	_____	_____	_____
Balance Comprises:			
Rates Uncollected per Rating Record	_____	_____	_____
Rates Collected & not Paid to WRC	_____	_____	_____
<2> Closing Balance of Rates	_____	_____	_____
Total Rates Assessed for the Year			_____

Notes

- <1> Should agree to last years confirmation.
- <2> These two figures must agree

All figures are GST inclusive
All dollar amounts to two decimal places

I confirm that the above information
is correct:
Signature _____
Name _____

Third Schedule

Instalment provisions

(including number of invoices and general timing)

Penalty provisions

(including general timing, amount and percentage)

Fourth Schedule

Circumstances where it is uneconomic to deliver a rates assessment to a rating unit.

Policy for Recovery of overdue WRC rates